

SEP-22-2006 FRI 10:33 AM FIA Card Services

FAX NO. 3024321380

P. 02

**HOLY CROSS GENERAL ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

This Agreement is entered into as of this 25 day of AUGUST, 2006 (the "Effective Date") by and between FIA CARD SERVICES, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("BANK"), and HOLY CROSS GENERAL ALUMNI ASSOCIATION, an educational institution having its principal place of business in Worcester, Massachusetts ("HCGAA"), for themselves, and their respective successors and assigns. *The college of the*

WHEREAS, BANK, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement and HCGAA, are parties to an affinity agreement dated March 7, 1992, as the same was amended by addenda dated November 16, 1994, August 1, 1996, and April 19, 1999 (the "Original Agreement"), wherein BANK provides certain financial services to certain persons included in certain lists provided to BANK by or on behalf of HCGAA; and

WHEREAS, HCGAA and BANK mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, HCGAA and BANK agree as follows:

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.
- (c) "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.
- (d) "Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through BANK and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by BANK from time to time, in its sole discretion.
- (e) "Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by BANK as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by BANK as an alumni application.
- (f) "Customer" means any Member who is a participant in the Program.
- (g) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program.

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- (h) "Gold Option Account" means a GoldOption® (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (i) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (j) "HCGAA Affiliate" means any regional or local club or branch operating as an affiliate of the national HCGAA.
- (k) "HCGAA Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by HCGAA or any HCGAA Alumni Association Affiliate during the term of this Agreement.
- (l) "Holy Cross" means the College of the Holy Cross and any office or department of, or affiliated or associated with, the College of the Holy Cross, including but not limited to the athletic department and the office of student affairs of the College of the Holy Cross.
- (m) "Holy Cross Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Holy Cross during the term of this Agreement.
- (n) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by BANK) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (o) "Member" means: (i) an upper class undergraduate student of the College of the Holy Cross (each a "Student Member"); (ii), alumni of the College of the Holy Cross (each an "Alumni Member"); (iii) members of the HCGAA.
- (p) "Program" means those programs and services of the Financial Service Products BANK agrees to offer pursuant to this Agreement to the Members from time to time.
- (q) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program. A "Student Reward Credit Card Account" is a Student Credit Card Account opened through an application coded by BANK as a student application. An "Alumni Reward Credit Card Account" is an Alumni Credit Card Account opened through an application coded by BANK as an alumni application.
- (r) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through BANK and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g., World Points), as determined by BANK from time to time, in its sole discretion.
- (s) "Royalties" means the compensation set forth in Schedule A.
- (t) "Trademarks" means the HCGAA Trademarks and the Holy Cross Trademarks.

2: RIGHTS AND RESPONSIBILITIES OF THE HCGAA

(a) HCGAA agrees that during the term of this Agreement it shall, and it shall cause Holy Cross to, endorse the Program exclusively and that HCGAA, any HCGAA Affiliate, and Holy Cross shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than BANK) the providing of, any Financial Service Products of any organization other than BANK; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than BANK; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than BANK. Notwithstanding anything else in this Agreement to the contrary, HCGAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by HCGAA of said financial institution or advertising for a Financial Service Product.

(b) HCGAA agrees to provide BANK with such information and assistance as may be reasonably requested by BANK in connection with the Program. MBNA understands and agrees that HCGAA will not actively solicit for or market the Program.

(c) HCGAA authorizes BANK to solicit Members by mail, direct promotion, internet, advertisements, and/or telephone for participation in the Program.

(d) HCGAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by BANK, which contains a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that BANK incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), BANK may deduct such costs from Royalties due HCGAA. In the event such costs exceed Royalties then due HCGAA, HCGAA shall promptly reimburse BANK for all such costs.

(e) Within thirty (30) days following the request of BANK, HCGAA shall provide BANK with the Mailing List free of any charge; provided, however, that HCGAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that HCGAA not provide his/her personal information to third parties. In the event that BANK incurs a cost because of a charge assessed by HCGAA or its agents for an initial Mailing List or an update to that list, BANK may deduct such costs from Royalties due HCGAA. HCGAA shall provide the first Mailing List, containing at least thirty thousand (30,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after HCGAA's execution of this Agreement.

(f) HCGAA shall, and shall cause any HCGAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with BANK's prior written approval, except for current advertising and solicitation materials provided by BANK to HCGAA. Notwithstanding the above, HCGAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by BANK to HCGAA. Any correspondence received by HCGAA that is intended for BANK (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the BANK account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by BANK.

(g) HCGAA hereby grants BANK and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Holy Cross hereby consents to the use of the Holy Cross Trademarks for the purpose of this Agreement only, during the term of this Agreement. HCGAA shall provide BANK all Trademark production materials (e.g., camera ready art) required by BANK for the Program, as soon as possible but no later than thirty (30) days after HCGAA's execution of this Agreement. Nothing stated in this Agreement prohibits HCGAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) HCGAA shall permit BANK to maintain the existing link to the Program on its home page and at other prominent locations within the internet site(s) of HCGAA. BANK may establish a "hot-link" to another internet site to enable a person to apply for a Credit Card Account. HCGAA shall modify or remove such "hotlinks" and Program information within twenty-four (24) hours of BANK's request. HCGAA shall provide BANK with the ability to access any and all pages within the HCGAA internet site(s), excluding any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) BANK shall design, develop and administer the Program for the Members.

(b) BANK shall design all advertising, solicitation and promotional materials with regard to the Program. BANK reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of HCGAA.

(c) BANK shall bear all costs of producing and mailing materials for the Program.

(d) BANK shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of HCGAA.

(e) BANK shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. BANK shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of HCGAA. However, BANK may maintain separately all information, which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of BANK's own files and shall not be subject to this Agreement; provided however that BANK will not use this separate information in a manner that would imply an endorsement by HCGAA.

(f) Subject to applicable law and regulation, BANK has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in BANK's judgment for the solicitation of Credit Card Account applications. HCGAA shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants BANK the right to use such approved materials at BANK's discretion. BANK shall not be required to pay amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of HCGAA or an HCGAA Affiliate for such gifts or premiums. HCGAA agrees to waive such

payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) to BANK such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to HCGAA's waiver by reducing the price to BANK for such gifts or premiums by the applicable amount (or any person shall otherwise prevent the realization of this benefit by BANK), then BANK is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due HCGAA.

4. REPRESENTATIONS AND WARRANTIES

(a) HCGAA and BANK each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) HCGAA represents and warrants to BANK as of the date hereof and throughout the term of this Agreement that it has the right and power to license the HCGAA Trademarks and to sublicense the Holy Cross Trademarks to BANK for use as contemplated by this Agreement, and to provide the Mailing List(s) to BANK for the promotion of the Program. HCGAA further represents and warrants to BANK as of the date hereof and throughout the term of this Agreement that there is no entity or organization (including Holy Cross or any organization associated with the University) that can use, license or sub-license the Holy Cross Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any Holy Cross athletic event in connection with any Financial Service Products. HCGAA will hold BANK, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse BANK's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from BANK's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by BANK for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, BANK shall pay Royalties to HCGAA. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, BANK will provide HCGAA with a statement showing: (i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts; (ii) the Business Credit Card Account retail purchase transaction volume.

(c) Upon the written request of HCGAA, but no more frequently than one (1) request in any twelve (12) month period, BANK shall provide HCGAA with system reports generated by BANK containing all the information which both (i) formed the basis of BANK's calculation of the Royalties due HCGAA since the last request was made or, if no previous request was made hereunder, for the last twelve (12) Royalty calculations performed by BANK, and (ii) may be disclosed by BANK without violating any legal rights of any third party or obligation of BANK. Such reports shall be certified by an officer of BANK as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by BANK, at HCGAA's expense, if HCGAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

6. PROGRAM ADJUSTMENTS

BANK reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. BANK and HCGAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner; and (ii) as required by law or requested by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2013. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by BANK or HCGAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either BANK or HCGAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, BANK shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. BANK agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, BANK may conclude all solicitation that is required by law.

(d) BANK shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by HCGAA or any HCGAA Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, HCGAA shall not attempt to cause the removal of HCGAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then BANK shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, HCGAA agrees that neither HCGAA nor any HCGAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, HCGAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by HCGAA provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided

further no such persons are directly or indirectly identified as a customer of BANK, or offered any terms or incentives different from that offered to all Members.

11. CUSTOMER LIST

(a) As of each June 30, during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), BANK shall provide HCGAA with a list of information (e.g., names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, BANK shall not provide any Customer List or Customer Information otherwise required to be provided by it to HCGAA, and may restrict any use by HCGAA of any Customer List or Customer Information which is provided by BANK to HCGAA, if BANK is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on BANK.

(b) HCGAA shall return to BANK each Customer List, in the same form as received by HCGAA within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, HCGAA agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to BANK, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with BANK's then current destruction policy.

(c) Any Customer List provided to HCGAA may contain "dummy" information (e.g., names, account information, addresses, etc.) so that unauthorized use of a Customer List may be determined. This information will be unknown to HCGAA. A violation of this Addendum is conclusively proven and the damages named hereinafter shall be deemed owed when BANK establishes the following:

(i) that BANK placed "dummy" information on the list (e.g., name(s), account information, address(es), etc.);

(ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and

(iii) that identical "dummy" information was not provided by BANK or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of BANK. HCGAA expressly acknowledges and agrees that HCGAA has no property right or interest whatsoever in any Customer List. HCGAA shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by BANK. At all times HCGAA shall keep in confidence and trust all Customer Lists. HCGAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and HCGAA

specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by BANK prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of BANK cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) HCGAA shall have no authority to use the Customer List for any purpose not expressly permitted by BANK in a separate writing. HCGAA shall comply with any reasonable request of BANK with respect to security precautions to maintain the security of the Customer List. HCGAA agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and BANK's instructions, as communicated by BANK to HCGAA from time to time. HCGAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of HCGAA who need such access to perform their duties for HCGAA. In view of the confidential nature of the Customer List, HCGAA warrants that HCGAA and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Addendum impossible, then in the event that any Customer List is handled or used in a fashion that violates this Addendum by HCGAA or its employees, volunteers, agents, and/or representatives, BANK will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (e.g., names, addresses, etc.) used in violation of this Addendum, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, HCGAA agrees that BANK shall be entitled to injunctive relief to prevent violation or further violation by HCGAA and/or its employees, volunteers, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Addendum or the Agreement. Nothing herein shall be construed as prohibiting BANK from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event HCGAA receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, HCGAA agrees to: (i) immediately notify BANK of the existence, terms and circumstances surrounding such request; (ii) consult with BANK on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which BANK designates.

(h) The rights and obligations set forth in this Section (except BANK's obligation to provide HCGAA with a Cardholder List) will survive the expiration or earlier termination of the Agreement.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.

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(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not effect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to HCGAA:

PLA *10/2/06*
The College of The
HOLY CROSS GENERAL ALUMNI ASSOCIATION
1 College Street
Worcester, Massachusetts 01610

ATTENTION: Mr. Pat McCarthy,
Director of Alumni Relations

Fax #: (508) 793-2626

(2) If to BANK:

FIA CARD SERVICES, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-1380

With a copy to:

BANK (DELAWARE), N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director, Business Lending

Fax #: (302-432-1380)

(with respect to notices affecting or relating to business credit card accounts of any kind).

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. BANK may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through BANK's affiliates.

(h) BANK and HCGAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than HCGAA and BANK, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

pld
The College of the
**HOLY CROSS GENERAL
ALUMNI ASSOCIATION**

By: *Paul E. Stettin*
Name: *Paul E. Stettin*
Title: *Vice President, Development & Alumni Relations*
Date: *8.28.06*

FIA CARD SERVICES, N.A.

By: *Jack Frego*
Name: *Jack Frego*
Title: *SVP*
Date: *10/2/06*

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, BANK will pay HCGAA a Royalty calculated as follows, for those accounts with active charging privileges. BANK may create a special class of consumer accounts for HCGAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by BANK for any prior overpayment of Royalties by BANK:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Alumni Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such royalty will be paid for each Alumni Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such royalty will be paid for each Student Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
2. \$3.00 (three dollars) for each Alumni Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Alumni Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Alumni Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Alumni Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. \$1.00 (one dollar) for each Student Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Student Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Student Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Student Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
4. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
5. 0.16% (sixteen basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

C. BUSINESS CREDIT CARD ACCOUNTS

Business Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Credit Card Accounts.

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

D. BUSINESS REWARD ACCOUNTS

Business Reward Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions

referencing any other form of Credit Card Accounts shall not apply to Business Reward Credit Card Accounts.

0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).

E. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

F. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

G. DEPOSIT ACCOUNTS

“CD Deposits” means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

“MMDA Deposits” means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004166%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004166%) of the average CD Deposits.

H. ROYALTY ADVANCES

1. Within forty-five (45) days after each of: (i) the full execution of this Agreement; and (ii) each August 1, 2007, August 1, 2008, August 1, 2009, August 1, 2010, August 1, 2011, and August 1, 2012, BANK shall pay to HCGAA the sum of One Hundred Thousand Dollars (\$100,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to HCGAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to HCGAA as set forth in this Agreement. Notwithstanding the foregoing, (x) BANK shall no longer be obligated to pay any additional Advances to HCGAA hereunder, and (y) HCGAA hereby promises to pay BANK upon demand an amount equal to the difference between the total amount of the Advance(s) paid by BANK and the total amount of accrued Royalties credited by BANK against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the term as stated in this Agreement as of the Effective Date;
- (ii) HCGAA breaches any of its obligations under this Agreement;
- (iii) BANK is prohibited or otherwise prevented from conducting at least Three (3) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) BANK is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) BANK is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events, including but not limited to those events listed on Attachment #1, during each consecutive twelve month period during the term of the Agreement; and
- (vi) Holy Cross endorses, sponsors or promotes any Financial Service Product with any entity other than BANK.

2. If during any given year(s) during the term of this Agreement BANK recoups all prior Advances paid by it to HCGAA in prior years, and pays HCGAA Royalties accrued by HCGAA over and above the Royalties used by BANK to recoup such prior Advances (the "Paid Out Royalties"), then BANK may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

I. ROYALTY GUARANTEE

HCGAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than Seven Hundred Thousand dollars (\$700,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement HCGAA has not accrued \$700,000 in Royalties, BANK will pay HCGAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by HCGAA during the term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of BANK hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1, above.

DEPOSIT PROGRAM ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of the 11th day of ~~May~~ ^{August}, 2008, (the "Addendum Effective Date"), by and between HOLY CROSS GENERAL ALUMNI ASSOCIATION ("HCGAA") and FIA CARD SERVICES, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, HCGAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of August 28, 2006, as the same may have been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of HCGAA; and,

WHEREAS, HCGAA and Bank desire to clarify that money market deposit accounts and certificate of deposits accounts are Financial Service Products under the Agreement and part of HCGAA's Program, and otherwise mutually desire to amend the Agreement to include checking accounts, savings accounts, debit cards, and money market deposit account and certificate of deposit account individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product, and (ii) as another part of HCGAA's Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, HCGAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The following definition is hereby added to Section 1 of the Agreement as follows:
 - (u) **"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.
3. The parties agree that Deposits are part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by HCGAA under the Agreement.
4. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America,

N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program and such offerings may be adjusted or amended from time to time. Bank and/or Bank's affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Program. Deposits will be subject to Bank's or Bank's affiliate's standard deposit agreements. HCGAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposit Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain banking centers.

5. HCGAA agrees to, and it shall also cause any HCGAA Affiliate and Holy Cross to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit or debit card program with any organization (other than Bank) that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of the exclusivity promises arising from the exclusive arrangement with Bank in the Agreement shall also apply to Deposits.

Notwithstanding the above, Bank acknowledges Holy Cross has a campus ID card known as the "Crusade Express OneCard" which is a combined library card, building access card, photo id, and prepaid card. The prepaid card use is limited to campus dining, campus book stores, campus merchants, and campus vending machines. The Crusade Express OneCard shall not be deemed a violation of the exclusivity promises made herein, provided that the debit functionality is not expanded to include ATM capability and/or the card is not linked to a financial institution or bank account (credit account and/or deposit account).

6. HCGAA shall permit Bank to advertise the Deposits Program on HCGAA's home page and at other prominent locations within HCGAA's websites without additional charge. Bank may establish a hyperlink from such advertisement to Bank's website to enable a person to apply for a Deposit Account (e.g., a checking account with debit card). HCGAA will modify or remove such advertisements within twenty-four hours of Bank's request. Pages on the HCGAA websites available to Bank for advertising the Deposits Program shall include, without limitation, any "members only" or other restricted access pages.
7. Section 5 of the Agreement is hereby amended to include a new Section 5(d) as follows:
 - (d) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify HCGAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after HCGAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties

and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to HCGAA, upon ninety (90) days advance written notice.

8. Section 10(e) of the Agreement is hereby deleted in its entirety and replaced with a new Section 10(e) as follows:

(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify HCGAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after HCGAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to HCGAA, upon ninety (90) days advance written notice.

9. During the term of the Deposit Program, HCGAA will receive the royalties set forth below in consideration for HCGAA's participation in the Deposits Program. Deposit Account royalties will not be paid to HCGAA on any existing deposit account that is converted to the Deposit Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below, or otherwise.

(a) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004166%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(b) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004166%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(c) \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(d) 0.10 % (ten one-hundredths of one percent) of "Net New Purchases" (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

"Net New Purchases" equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

10. The royalties for Deposits set forth in Section 9 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, Bank shall pay all royalties that accrue pursuant to Sections 9(c) and 9(d) of this Addendum directly to HCGAA and shall not apply such royalties against any Advance(s) and/or Guarantee Amount that HCGAA receives or may receive under the Agreement. In addition, all royalties that accrue pursuant to Sections 9(a) and 9(b) of this Addendum shall, in lieu of direct payment to HCGAA, be applied against any Advance(s) and/or Guarantee Amount that HCGAA receives or may receive under the Agreement until such time as all Advance(s) are fully recouped. Any royalties accrued thereafter shall be paid to HCGAA as set forth in Sections 9(a) and 9(b) of this Addendum.
11. Notwithstanding anything contained in the Agreement to the contrary, HCGAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using HCGAA's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless HCGAA consents to Bank's use of the Mailing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
12. The term of the Deposit Program will begin on the Addendum Effective Date and shall run co-terminus with the Agreement.
13. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove, and HCGAA shall not take any action to cause the removal of, HCGAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the

exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to HCGAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by HCGAA.

14. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
15. For a one (1) year period following the termination of the Deposit Program for any reason, HCGAA agrees that neither HCGAA nor any HCGAA Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.
16. HCGAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by HCGAA or Bank, respectively as the case may be, or its directors, officers or employees.
17. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

HOLY CROSS GENERAL
ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: _____

Name: _____

Title: _____

Date: _____

Kristyn M. Dyck

Kristyn M. Dyck

Executive Secretary

7/11/08

By: _____

Name: _____

Title: _____

Date: _____

David Booth

David Booth

SVP

8-11-08